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17 Attorneys for Plaintiff Michael F. Consedine,
18 Insurance Commissioner of the Commonwealth of
19 Pennsylvania, acting in his official capacity as
20 Statutory Liquidator of Legion Insurance Company
21 and Villanova Insurance Company

12 **IN THE UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 MICHAEL F. CONSEDINE, Insurance
15 Commissioner of the Commonwealth of
16 Pennsylvania, acting in his official capacity as
17 Statutory Liquidator of Legion Insurance
18 Company and Villanova Insurance Company,

Case No.: C-10-04086 JSW

19 Plaintiff,

**STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT**

20 v.

21 CRESCENT TRUCK LINES, INC.,

22 Defendants.

23
24 MICHAEL F. CONSEDINE, Insurance Commissioner of the Commonwealth of
25 Pennsylvania, acting in his official capacity as Statutory Liquidator of LEGION INSURANCE
26 COMPANY and VILLANOVA INSURANCE COMPANY (the "Liquidator"), and CRESCENT
27 TRUCK LINES, INC. ("DEFENDANT"), HEREBY STIPULATE AND AGREE THAT:

28
29 **STIPULATED JUDGMENT AND JUDGMENT**

30 DMI\2723823.1

1 WHEREAS, on September 10, 2010 the Liquidator commenced this action alleging that
2 Defendant owed the Liquidator for amounts advanced pursuant to Large Deductible Endorsements in
3 certain insurance policies issued by Legion Insurance Company and/or Villanova Insurance
4 Company.

5 WHEREAS, on October 18, 2010, Crescent filed an Answer with Affirmative Defenses
6 denying that some or all of the amounts claimed were due and owing;

8 WHEREAS, on March 22, 2011, the Liquidator filed an Amended Complaint and on
9 April 11, 2011 Crescent filed an Answer with Affirmative Defenses to the Amended Complaint.

10 WHEREAS, the parties hereto have agreed to a settlement and compromise of this action and
11 entered into a Settlement Agreement and Mutual Release without adjudication of any issue of fact or
12 law in this action.

14 WHEREAS, in accordance with the terms of the Settlement Agreement and Mutual Release,
15 the parties stipulate to a judgment entered against the Defendant.

16 1. Judgment shall be entered in favor of the Liquidator and against DEFENDANT,
17 together with its successors and assigns, in the sum of \$1,000,000, pursuant to the written Settlement
18 Agreement, entered into contemporaneously by these parties on August 24, 2011.

20 2. DEFENDANT, together with its successors and assigns, consents to entry of
21 judgment and waives all rights to findings of fact, conclusions of law, trial and/or appeal from said
22 entry of judgment;

24 3. DEFENDANT, together with its successors and assigns, agrees that if judgment is
25 entered pursuant to this Stipulation, any such judgment is not dischargeable under the bankruptcy
26 laws of the United States of America.

28 STIPULATED JUDGMENT AND JUDGMENT

4. DEFENDANT, together with its successors and assigns, agrees that the Judgment entered pursuant to the Stipulation is enforceable in California, and elsewhere in the United States upon transfer of the Judgment to any other federal district court outside of California.

IT SO STIPULATED:

LEGION INSURANCE COMPANY,
(IN LIQUIDATION) AND VILLANOVA INSURANCE
COMPANY (IN LIQUIDATION)

By: Bruce Daley
Bruce Daley, Chief
Takeover Management Division

On behalf of Michael F. Consedine, Insurance Commissioner of the Commonwealth of Pennsylvania, acting in his official capacity as Statutory Liquidator of Legion Insurance Company and Villanova Insurance Company

Date: 5/24/11

CRESCENT TRUCK LINES, INC.

By: _____

Title:

Date: _____

STIPULATED JUDGMENT AND JUDGMENT

4. DEFENDANT, together with its successors and assigns, agrees that the Judgment entered pursuant to the Stipulation is enforceable in California, and elsewhere in the United States upon transfer of the Judgment to any other federal district court outside of California.

IT SO STIPULATED:

**LEGION INSURANCE COMPANY,
(IN LIQUIDATION) AND VILLANOVA INSURANCE
COMPANY (IN LIQUIDATION)**

By: Bruce Daley, Chief
Takeover Management Division

On behalf of Michael F. Consedine, Insurance Commissioner of the Commonwealth of Pennsylvania, acting in his official capacity as Statutory Liquidator of Legion Insurance Company and Villanova Insurance Company

Date: _____

CRESCE~~N~~T TRUCK LINES, INC.

By: _____

Title: PRESIDENT

Date: AUGUST 17, 2011

STIPULATED JUDGMENT AND JUDGMENT

JUDGMENT

IT IS SO ORDERED, ADJUDGED AND DECREED THAT:

Judgment is entered in favor of Plaintiff MICHAEL F. CONSEDINE, Insurance
5
Commissioner of the Commonwealth of Pennsylvania, acting in his official capacity as Statutory
6
Liquidator of LEGION INSURANCE COMPANY and VILLANOVA INSURANCE COMPANY
7
(the “Liquidator”) and against Defendant CRESCENT TRUCK LINES, INC. (“Crescent”), together
8
with its successors and assigns, in the sum of One Million Dollars (\$1,000,000.00), in accordance
9
with the terms of the written stipulation of the parties and in accordance with the terms of the written
10
Settlement Agreement of the parties.
11

BY THE COURT:

Dated: August 31, 2011

Jeffrey S. White
The Honorable Jeffrey S. White
Judge of the U.S. District Court